prospective loss of earnings by reason of the injuries and incapacity he has suffered as $22,500.

Turning now to the claim for special damages. The plaintiff put the second-hand value of the 1964 Morris 1000 saloon car he was driving at the time of the accident as $3,000. He was not cross-examined on that matter. The car was a total write-off as a result of the accident. The plaintiff is entitled to recover this amount from the defendant.

The plaintiff has himself paid $750 to the Brunei General Hospital at the rate of $10 per day for the period he was in hospital from the 22nd August, 1969 to 4th November, 1969. He is entitled to recover this amount from the defendant.

In the result, there will be judgment for the plaintiff against the defendant for $3,750 as special damages and $49,500 as general damages.

General damages to the second plaintiff in the agreed sum of $250 and to the third plaintiff in the agreed sum of $1,000. The defendant must pay the cost of the action.

Before parting with this case, I would like to make this observation. When this case first came before me on Tuesday, 14th April, Mr. Chee, counsel for the defendant, asked for an adjournment saying that he had no proper instructions and had only been briefed for the case on the 10th April, the Friday preceding the hearing. The writ had been issued on the 20th November and the defence had been notified on the 10th March that the case was set down for hearing before me on the 14th April. In those circumstances and since the plaintiffs and their witnesses were already available to give evidence, I declined to grant an adjournment. I inquired from Mr. Chee what course he wished to pursue and whether or not there was any admission of any of the issues involved including, for example, the claim for $750 special damages for hospital expenses. Mr. Chee informed me that his only instruction was to contest liability on every issue. One knows, of course, that the defendant named in the statement of claim is not the true defendant in the action but that his name is only being used for the purpose of the action; the true defendant being the insurance company concerned. I can only say that it seems to me a remarkable way for an insurance company to carry on its legal business that it should merely give instructions to counsel to resist every issue of the claim but without any apparent instructions to counsel upon which to base and justify any defence put forward. It may be that there are some insurance companies who carry on their legal business in this manner, but one can only hope that they form a negligible and insignificant minority.

Judgment for the plantiffs.

Solicitors: *Hilborne, Goodbody & Co.; Ibrahim, Chee & Co.*

RE HERBERT VICTOR MORAIS

[O.C.J. (Raja Azlan Shah J.) June 10, 1970]

[Kuala Lumpur — Petition for Admission No. 10 of 1970]

Advocates and Solicitors — Admission — Shortening period of notice — Shortening period of reading in chambers — Academic attainment — Employment as law associate in American law firm — Whether practical knowledge and experience of American legal system an asset — Special grounds — Exercise of discretion — Advocates and Solicitors Ordinance, 1947, ss. 5(3), (5), 7(1) & 8.

The petitioner applied for admission and shortening of the period of notice of the application by two months and period of reading in chambers by one and a half months.

The petitioner obtained his Bachelor of Laws degree from the University of Singapore in 1966 and satisfactorily completed a post-graduate course of instruction organised by the University of Malaya. He took his Master of Laws degree at Harvard University in 1967, and won a scholarship to study for the degree of Doctor of Laws. While in the United States he was employed as a law associate by Messrs Ropes and Gray, the largest law firm in New England for a period of over three months. During his three months with the firm he had received instructions and gained experience in branches of the English common law, in particular contract and tort, constitutional law, drafting of pleadings, agreements and forms, professional practice and etiquette. His employer was highly impressed with his practical work. He returned in 1968 and was appointed lecturer at the Faculty of Law, University of Singapore for nearly two academic years, and had given instructions to law undergraduates preparing them for the practice of law in Malaysia and Singapore. He resigned in January 1970 and since February has been attending the office of Mr. D. L. Pickard, a practising advocate and solicitor of not less than 7 years standing.

The application was objected to by the Bar Council on the ground that the petitioner's short spell at an American law firm did not give him the practical knowledge and experience of law on the ground that the American law was different from the law practised in Malaysia. The Attorney-General and the Selangor Bar Committee did not object.

Held, admitting the petitioner: (1) in the light of the petitioner's excellent academic background it could not be said that he was without knowledge and experience;

(2) the American legal system possesses fundamentally the same social objectives as ours and a practical knowledge and experience of that system is an asset.

Per Curiam: It is the practice with our courts to refer to Commonwealth and American decisions in an attempt to see whether their legal systems have anything which we might usefully adopt ourselves and the only way to improve is by looking at other people's law so that the correctness of any one decision which we may arrive at can be confirmed.

PETITION FOR ADMISSION

S. D. K. Peddie for the petitioner.

K. A. Menon for the Bar Council.

Chin Yew Meng for the Attorney-General.

Raja Azlan Shah J. (delivering oral judgment): I am being asked to exercise my discretion to shorten the period of notice of the application for admission by two months and the period of reading in chambers by one and a half months. I am further asked to admit the petitioner as an advocate and solicitor of this honourable court here and now.

It is significant to note that neither the Peguam Negara nor the Selangor Bar Committee have objected

to this application. The only objection has been taken by the Bar Council. A sustained argument was addressed to this court to the effect that the application is misconceived on the principal ground that no special grounds exist to justify the application in terms. The Bar Council seems to think that academic attainment is no passport to favour.

The petitioner is a Malaysian citizen. He was conferred and admitted to the degree of Bachelor of Laws of the University of Singapore in 1966. He took his Master of Laws degree at the Harvard Law School in the United States in 1967. He was awarded a scholarship to study for the degree of Doctor of Laws of that University, which I am made to understand he expects to complete soon. While in the United States he was employed as a law associate by Messrs. Ropes & Gray, the largest law firm in New England, for a period of slightly over three months. He has received instructions and gained experience in branches of the English common law, in particular contract and tort, constitutional law, drafting of pleadings, agreements and forms, professional practice and etiquette. His employer was highly impressed with his practical work. He returned in 1968 and was appointed lecturer at the Faculty of Law, University of Singapore for nearly two academic years. During this period he has obtained a sound understanding of our law and our legal system. He has given instructions to undergraduate law students, preparing them for the practice of law in Malaysia and Singapore, in branches of the law of tort, some civil procedure and contract law, moots, Malaysian and Singaporean courts and legal systems and international law. He resigned in January 1970. Since February 1970 the petitioner has been attending the office of Mr. D. L. Pickard, a practising advocate and solicitor of not less than 7 years' standing in Messrs. Donaldson & Burkinshaw, Kuala Lumpur.

In the light of his excellent academic background it cannot be said that he is without knowledge and experience. I therefore ask the pertinent question whether he possesses such knowledge and experience that it is in the public interest he should be allowed to practise without serving the full period of pupillage. The petitioner has satisfactorily completed a post-graduate course of instruction organised by the University of Malaya, from 14th March, 1966 to 4th June, 1966 within the meaning of the proviso to subsection (3) of section 5 of the Advocates and Solicitors Ordinance 1947 and was awarded a certificate. The provisions of sections 7(1) and 8 have also been complied with. The words of section 5(5) are very strong and comprehensive and it certainly is a right doctrine to apply to the consideration of the section that unless special grounds exist, application for shortening of the period of reading in chambers and/or shortening of the notices of application must not be allowed. Be that as it may, section 5(5) of the Ordinance gives the court an unfettered discretion in the matter provided special grounds exist. What are special grounds is a question far too difficult to be capable of abstract definition; when concrete cases arise, one could only see for himself whether such grounds exist. I am therefore content here to apply myself to the facts of this case.

It is said on behalf of the Bar Council that the short spell the petitioner has had with the American law firm does not give him the practical knowledge and experience of the law because American law is far too different from ours. It must not be forgotten that the American colonists took with them the common law to the new country and any substantial difference between their law and the common law is because they consider that the old common law system is no longer efficacious in a changing society. It is the practice with our courts to refer to Commonwealth and American decisions in an attempt to see whether their legal systems have anything which we might usefully adopt ourselves and the only way to improve is by looking at other people's law so that the correctness of any one decision which we may arrive at can be confirmed. I venture to say that the American legal system possesses fundamentally the same social objectives as ours and a practical knowledge and experience of their system is an asset.

I have seriously considered this matter and I am satisfied and so hold that in the present case special grounds exist justifying me to allow the motion. I will therefore allow the motion in terms and admit the petitioner.

Petition granted.

NICHOLAS & ORS. v. GAN REALTY SDN. BHD. & ORS.

[F.C. (Azmi L.P., Ali F.J. & Syed Othman J.) April 24, 1970]

[Kuala Lumpur — Federal Court Civil Appeal No. X. 59 of 1969]

Practice and Procedure — Injunction — Temporary injunction — Same as interlocutory injunction under English law — Preservation of property in its actual condition until legal title can be established — No determination of legal rights — Enough to show that there is a fair question as to the existence of rights — R.S.C. 1957, O.50 r.1 — Specific Relief (Malay States) Ordinance, 1950, ss. 50 et. seq.

Companies — Shares — Offer to public — Restrictions — Companies Act, 1965, s. 363(3).

In this case the respondents had brought an action for specific performance of an agreement for the sales by the first five appellants (the vendors) of 10,200 shares of $100 each issued and fully paid up or at least 51% of all such shares issued in the Oriental Bank of Malaya Bhd. (the 6th appellant) at the price of $160 a share. They also ask for an injunction restraining the vendors from parting with or disposing of the said shares. At the same time the respondents applied *ex parte* for an injunction restraining the vendors from parting with or disposing of any of the shares and also an injunction restraining the bank from registering the transfers of any such shares to persons other than the respondents. Gill J. (as he then was) who heard the application granted an *interim* injunction. Subsequently the appellant applied to the court for an order that the order made *ex parte* before Gill J. be discharged. Raja Azlan Shah J. ([1969] 2 M.L.J. 110) rejected the application on the ground that the appellants had not satisfied him that the facts upon which the injunction was granted no longer existed. On appeal it was alleged: (a) even on the facts and pleadings disclosed by the respondents no legal contract had been disclosed by the respondents; (b) if such contract had been concluded it could not be specifically enforced under the provisions of the Specific Relief (Malay States) Ordinance, 1950; and (c)